

Graettinger CSD

Graettinger EA

7/1/2006 6/30/2007

## STAFF PERSONNEL

## SERIES 400

Policy Title Master ContractCode No. 402.3

This agreement is entered into this 25th day of April, 2006, by and between the Board of Directors of the Graettinger Community School District and the Graettinger Education Association.

The Board of Directors of the Graettinger Community School District, hereinafter referred to as the "Board", recognizes the Graettinger Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative. The unit is described as follows:

INCLUDED: All K-12 certified classroom teachers; senior high, middle school, and elementary. Special elementary and special education, guidance counselor and librarians, (who may hereinafter be referred to as "employees").

EXCLUDED: All administrative personnel including but not limited to superintendent, assistant superintendent, principals (elementary and secondary). Teacher aides and resource room personnel, janitors, transportation personnel, cafeteria personnel and clerical personnel, and all other employees not specifically included.

## ARTICLE ONE Grievance Procedure

A. A grievance shall mean only a complaint that there has been an alleged violation of any of the specific provisions of this agreement not specifically excepted from the grievance procedure.

B. 1) Every employee covered by this agreement of the Graettinger Education Association, through a local teaching member of the Graettinger Education Association, shall have the right to present grievances in accordance with these procedures. A local teaching member of the Graettinger Education Association may accompany the grieving person at all steps of this procedure.

2) The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the aggrieved to proceed to the next step. The time limits, however, may be extended by mutual agreement.

3) It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff.

C. 1) First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal. If no disposition is made within five (5) days, the employee may proceed to the second step.

2) Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) days from the date of occurrence of the event which gave rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within five (5) school days after receipt of the grievance.

3) Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within five (5) school days after such written grievance is filed, the aggrieved and superintendent or the high school principal shall meet to resolve the grievance. The superintendent or the high school principal shall file an answer within five (5) school days of the third step grievance meeting and communicate it in writing to the employee and the principal. In the event that the second step filing was with the superintendent in his capacity as acting principal, the third step shall be waived and the fourth step of the grievance procedure shall become the third step.

4) Fourth Step

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the superintendent within fifteen (15) days from receipt of the Step 3 answer to enter into such arbitration. An arbitrator to be selected by the two

parties within seven (7) days after said notice is given shall conduct the arbitration proceeding. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the Public Employment Relations Board will be requested to provide a panel of five (5) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. Lot shall determine the right of first strike. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on the parties.

Expenses for the arbitrator's services shall be borne equally by the school district and the Association.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the Association and his decision must be based solely, and only, upon his interpretation of the meaning or application of the express relevant language of the agreement.

#### Year-end Grievance

In the event that a grievance is filed at such time that it cannot be processed through the grievance procedure by the end of the school year, mutual agreement shall be made in regard to time limits set forth in this agreement to reduce them so as to make it possible to exhaust the grievance procedure prior to the end of the school year, or within a maximum of twenty-five (25) calendar days thereafter.

## ARTICLE TWO

### Leaves

#### A. Sick Leave for Temporary Disabilities, Including Pregnancy:

1) Employees will be allowed sick leave for temporary disabilities, including pregnancy, as follows:

Ten (10) days sick leave shall be granted for the first year to any new employee. The schedule for sick leave each consecutive year for all teaching personnel until the maximum of one hundred twenty (120) days is reached will be as follows:

First year of employment 10 days  
Second year of employment 11 days  
Third year of employment 12 days  
Fourth year of employment 13 days  
Fifth year of employment 14 days  
Sixth and subsequent years 15 days

2) Employees shall be given written accounts of accumulated sick leave days no later than June 20 of each school year.

3) An employee shall notify the superintendent or his designee as soon as the necessity for taking sick leave becomes known to the employee. During any temporary disability, including pregnancy and after childbirth, earned sick leave shall be paid for the time of medical confinement. Medical confinement is the time during which the attending physician determines that the employee should not work due to the medical condition of the employee.

4) An employee, while taking sick leave under these provisions, shall keep the superintendent or his designee informed of the duration of the disability and the expected date of return to duty.

5) An employee who is unable to work because of personal illness or temporary disability, including pregnancy, and who has exhausted all sick leave available shall be granted a leave of absence without pay or benefits for the duration of such illness or temporary disability through the end of the school year.

6) Employees shall have a right to fringes during extended leave if said fringes are paid for by the employee and payment by the employee is approved by the insurance carrier insuring the fringe benefit.

7) The new days of sick leave granted each year shall be first used during that year prior to going to the employee's accumulated days.

8) Employees must present a doctor's release noting any restrictions when returning to work after being absent for five consecutive days.

9) Up to 10 days of an employee's accumulated sick leave may be used each year for the illness of an employee's child or spouse.

#### B. Association Leave

Up to four (4) days leave shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state and national affiliated organizations with the provision that the local Association shall reimburse the Board for the cost of substitute employees acquired for those days of temporary leave. This leave shall not be deducted from sick leave.

#### C. Personal Leave

Each employee may request three (3) personal leave days per school year. These days shall be used at the discretion of the teacher. Three (3) days notice of the leave shall be given and the superintendent may waive and grant a personal day, the first or last week of the school year, or a day immediately prior or subsequent to a holiday, or on a day scheduled for parent-teacher conferences. In addition, the leave shall be limited in number each day to the number of available substitute teachers. Three (3) days' notice will not be required in an emergency situation. Emergencies will be handled on an individual basis. Unused Personal Leave shall be reimbursed at fifty (\$50) dollars per day up to a total of three (3) days per year.

#### D. Jury and Legal Leave

Any employee called for jury duty during school hours or who is required to appear by subpoena in any judicial or administrative proceeding other than a proceeding under the Public Employees Relations Act shall be entitled to leave with full pay. When called for jury or subpoenaed the employee shall immediately advise the superintendent. Any remuneration other than mileage received by the employee during this leave shall be paid over to the district.

When employees are appearing on Public Employees Relations Board matters by subpoena of the GEA or a member thereof, they shall be paid the difference between full pay and cost of substitute pay. When appearing on Public Employment Board matters on behalf of the Public Employees Relations Board or a party other than the GEA, or a member thereof, the employee shall be entitled to full pay.

#### E. Professional Leave

Each employee shall be allowed professional leave as determined by the administration. An employee desiring to use professional leave shall contact the principal one (1) week in advance. The purpose of professional leave is to allow visitation of other instructional programs and to attend workshops, conferences, and seminars that will further the educational abilities of the employee. The employee shall be reimbursed for lodging, subject to approval of the administration, and for registration fee, and transportation shall be provided for a radius up to three hundred (300) miles. If school transportation is not available, the transportation will be reimbursed at the rate of twenty-eight (28) cents a mile up to a radius of three hundred (300) miles. Upon return from professional leave the employee shall prepare a report for the administration, when requested by the administration.

#### F. Bereavement Leave

Up to five (5) days of leave per incident may be granted at any time in the event of death, home-bound terminal illness or serious illness causing hospitalization of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, and any other member of the immediate household including step-father, step-mother, step-brother and step-sister. One (1) day may be granted in the event of death of a friend or other relative. In the event of the death of an employee or student in the school district, the principal, or immediate supervisor, of said employee or student, may grant, to an appropriate number of employees, sufficient time to attend the funeral.

## ARTICLE THREE

### Hours, Vacation, Holidays and In-Service

- A. Employees commencing their first school year of employment with the Graettinger Community School District shall be contracted for a school year on the basis of one hundred ninety-four (194) days plus two (2) professional days. All other employees shall be contracted on the basis of one hundred eighty-nine (189) days plus two (2) professional days, except for certain employees who shall be contracted on an extended basis as shall be agreed to by the employees and the Board. The two extra professional days are pending legislation and federal funding.
- B. Employees shall receive four (4) paid holidays within the 189 days, which holidays shall be designated in the school calendar as prepared by the Board. The balance of the 189 days shall be teaching, in-service, parent-teacher conferences and preparation days.
- C. Employees shall be available at the building from 8:00 a.m. to 3:45 p.m. Exception will be days prior to holidays or days of early dismissal, and Fridays, at which times the school day for employees shall end when the buses have departed. In addition, an employee shall be available beyond 3:45 p.m., if specifically requested by the superintendent or principal, for meetings with parents, students or administrators.
- D. Employees may be required to attend up to ten (10) employee-administration meetings per school year. Such meetings shall be held no earlier than 7:30 a.m., and shall adjourn by 4:30 p.m. These meetings shall be held at the request of the principal or superintendent.
- E. Employees may be assigned one (1) time to cover for any staff member due to illness or emergency to that employee. Any assigned times beyond (1) shall be compensated at the rate of six dollars (\$6.00) per assignment.
- F. Employees may leave the building during their preparation period after permission is obtained from the superintendent or his designee and this request shall not be contested under this contract.
- G. Employees and their spouse shall receive a Graettinger School Activity ticket. Each employee may be assigned four (4) additional duties by the superintendent for service other than during a school day. The fifth duty assigned an employee and each duty thereafter shall be compensated by a payment of fifteen (15) dollars.

## ARTICLE FOUR

### Evaluation Procedures

- A. Teacher evaluation will be conducted according to criteria as established by the Board of Education. Tier 1 (beginning teachers to the profession and probationary teachers) teachers will be evaluated at least twice each year. Tier 2 teachers (career teachers) will be evaluated based on a three-year cycle.
- B. Results of evaluation(s) shall be in writing with a copy to be given to the teacher and one copy filed in the teacher's folder.
- C. The administrator shall have a private conference with the teacher within five (5) school days following in-class observation(s). If only one classroom observation has taken place, a teacher could request a second classroom observation. During the post-evaluation conference following the first, and if conducted, the second formal evaluation, the evaluating administrator shall make suggestions for improvements of the deficiencies noted on the formal evaluation if the

evaluator is requested to do so by the person being evaluated. Nothing contained herein shall limit the number or method of evaluations.

D. Any formal written evaluation shall be submitted to the employee for the employee's signature prior to including the evaluation in the permanent records of the employee. Signature by the employee represents receipt and not agreement with the evaluation results. The employee shall have a right to respond in writing to the formal evaluation, which shall be kept in the permanent files. The response shall be signed and dated by both parties to indicate awareness of content.

E. Any written complaints directed toward any employee which are placed in his or her personnel file are to be promptly called to the employee's attention in writing.

F. Any employee who has been evaluated has the right to grieve said evaluations as unfair, unjust, or inaccurate through the grievance procedure set forth in this agreement, provided that the evaluation is subsequently used in any adverse action against the teacher. The notice to the teacher of the intent to use the evaluation adversely shall be considered the date of occurrence and start the grievance procedure time lines.

G. At least one of the observations involved in the formal evaluation process shall be at least thirty minutes in duration during a regular teaching assignment.

H. The procedures set forth above shall be outlined at a general staff meeting prior to commencing formal evaluation.

## ARTICLE FIVE

### Involuntary Transfer Procedures

A. Transfers shall be the movement of an employee to a different assignment, grade level, or subject area. Notice of an involuntary transfer shall be given in writing to the affected employee as soon as practicable, and in no case later than May 1, unless the situation giving rise to the transfer comes to the attention of the administration after May 1, and then the notice to the employee shall be given as soon as practicable.

B. An involuntary transfer shall not be made for arbitrary and capricious reasons. When making involuntary transfers the administration shall consider seniority, skill, ability, competence and qualifications. An involuntary transfer shall be made only after a meeting is held between the employee involved, the Association representative, and the superintendent, at which time the employee shall be given the written reasons for the transfer.

C. The procedures of involuntary transfers and not the substantive decision of who is being transferred shall be subject to the grievance procedures of this contract.



## ARTICLE SIX

### Staff Reduction Procedures

- A. In the event that necessary reduction in staff cannot be adequately accomplished by attrition, the Board of Education, given the necessity to hire and/or maintain the most competent qualified staff available and in the interest of perpetuating the highest quality education program possible, shall have exclusive and final judgment on the reduction. The decision shall be based on ability, competence, qualifications and seniority of available employees.
- B. Seniority for this article and the article on involuntary transfer procedures shall mean the greatest total years of consecutive service in the Graettinger District. In the event of the same number of years of service, the employee with the earliest contract date in the district shall be considered senior.
- C. In the event that seniority is the sole determining factor given to the employee or employees subject to staff reduction, and in the event that a similar opening shall arise prior to September 1 of the year in which discharge occurred, the employee that was discharged due to staff reduction shall be re-employed. For purpose of this paragraph, similar opening is defined as major field and equivalent grade level.

## ARTICLE SEVEN

### Health and Safety Procedures

The Board shall reimburse an employee for the partial cost of a physical exam at the beginning of employment, as is required by the Code of Iowa. The reimbursement shall be limited to sixty-five (\$65) dollars per physical exam.

## ARTICLE EIGHT

### Wages and Salaries

- A. The basic salary shall be interpreted as a general basis for issuing the employee contracts. The Board reserves the right to pay above the basic schedule to obtain or keep specifically qualified employees and institute any merit pay systems desired by the Board, which systems will be non-contestable under this contract.
- B. Horizontal steps on the salary schedule may be granted for graduate hours taken within the teaching field of the employee. Credit taken by teachers with a BA degree must either lead toward a Master's degree in their teaching field or be undergraduate hours in their teaching field, approved by the superintendent prior to enrollment in the course. Any hours for which horizontal steps are to be taken must be certified by official transcript to the superintendent by September 1st of the school year in which the advance is to become effective.
- C. Lane changes are based on a percentage instead of dollar amount. There will be a 3% increase to BA+12, 3% increase to BA+24 and 6% increase to MA using present salary. This would be in addition to the minimum raise.
- D. Base salary will remain \$27,000. Teacher quality funding is used to supplement the difference between \$24,500 (state minimum) and the \$27,000 base salary.
- E. Any employee desiring to qualify for a lane change on the salary schedule of the next contract year, must provide a written notice to the superintendent by January 15<sup>th</sup> of the contract year, indicating their intent to complete the necessary educational requirements for a move to the next lane. There is no penalty to any employee should the required hours not be completed and the horizontal move delayed to a future year.

## ARTICLE NINE

### Supplemental Pay

A. It is hereby agreed between the parties that the extra activities listed on Schedule "B" attached hereto and made a part hereof by this reference shall receive the additional compensation set forth on said schedule.

B. It is understood and agreed that in addition to teaching duties and supplemental pay duties, the employee shall perform some additional duties that shall not involve additional compensation.

## ARTICLE TEN

### Insurance

Each full-time employee shall receive up to \$5,665 of the total costs of the employee +spouse, employee+child, or family health/major medical insurance coverage as provided by the district's insurance carrier except that no employee choosing to be covered by the district's health/major medical insurance plan shall pay less than \$330 annually towards the cost of that plan. Part-time employees shall have the amount of the district's contribution calculated at the same ratio of their FTE. Any insurance premium costs not covered by the district's contribution shall be deducted from the individual's paycheck.

Each employee shall also receive a ten thousand dollar (\$10,000) term life insurance policy, and income protection insurance. (LTD)

## ARTICLE ELEVEN

### Dues Deduction

#### A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule "C" and shall be filed with the Board Secretary by October 1, 2006.

B. Pursuant to a deduction authorization, the Board shall deduct one-ninth of total dues from the regular salary check of the employee each month for nine months beginning in November and ending in July each year.

#### C. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

D. Termination

Any employee who terminates employment prior to July shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made thereof.

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period, and a listing of the employees for whom deduction was made will be furnished on November 1 and subsequent deductions therefrom will be furnished on the first of each month following the month of any reduction in size of the unit.

F. It is the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards.

G. It is further agreed that the word "dues" as used above not involve initiation fees, special assessments, back dues or fines.

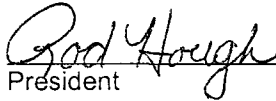
H. The Association agrees to indemnify and hold harmless the school district from any claims or causes of action that are based upon unfair representation or improper application or use of dues money by the Association.

DURATION CLAUSE

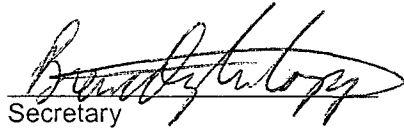
This agreement shall be in effect from July 1, 2006, through June 30, 2007.

IN WITNESS THEREOF:

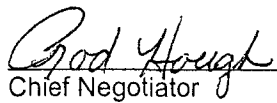
For the Graettinger  
Education Association

  
\_\_\_\_\_  
President

4-25-06  
\_\_\_\_\_  
Date

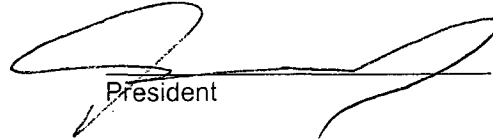
  
\_\_\_\_\_  
Secretary

4/26/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Negotiator

4-25-06  
\_\_\_\_\_  
Date


For the Board of Education of  
Graettinger Community School District

  
\_\_\_\_\_  
President

4-26-06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent

4-26-06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Negotiator

4-26-06  
\_\_\_\_\_  
Date

SCHEDULE "B"  
SUPPLEMENTAL PAY SCHEDULE  
2006-2007

Head Varsity Coach	\$	4,258
Varsity Assistant Coach	\$	3,124
Varsity Track Separate	\$	2,717
Boys & Girls Golf - Combined	\$	2,717
Varsity Cheerleader (each sport)	\$	669
School Play	\$	1,062
School Musical	\$	123
Speech	\$	2,301
Instrumental Music (Musical + \$100)	\$	3,217
Mock Trial	\$	731
Vocal Music (Musical + \$100)	\$	1,994
Yearbook	\$	1,994
Knightly News	\$	1,214
JH Coach	\$	1,883
JH Cheerleading Sponsor (each sport)	\$	221
Summer Band	\$	1,308
Athletic Director	\$	4,258

SCHEDULE "C"

Authorization for Payroll Deduction for Education Association Dues

First Name

Initial

Last Name

I hereby request and authorize the Board of Education of Graettinger Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Graettinger Education Association.

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through July from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

It is further understood that in the event my employment terminates prior to July, I shall provide verification to the Board of Education from the Association that my dues are paid in full for the year, or that satisfactory arrangements have been made with the Association for payment of those dues. In the event I do not furnish said verification it is understood that the balance of the year's dues shall be deducted from my final payment from the Graettinger Community School District.

Date \_\_\_\_\_

Signature \_\_\_\_\_ Social Security Number \_\_\_\_\_

FOR EMPLOYER USE ONLY. DO NOT FILL OUT.

Employee Number \_\_\_\_\_

Date Started \_\_\_\_\_ Amount \_\_\_\_\_

CHANGES

Date \_\_\_\_\_ Amount \_\_\_\_\_

Date \_\_\_\_\_ Amount \_\_\_\_\_

Date \_\_\_\_\_ Amount \_\_\_\_\_

Date \_\_\_\_\_ Amount \_\_\_\_\_

Date of Adoption:

Legal Reference:

Date of Review or Amendment:

8/16/04